1928 Sept new

Department of Irrigation

OFFICE Bendigo

STATION Maldon

Mis. **No.** 1219

Dated 12-4-28

Arrears

Dest for Melb send to section after despatch

Mrs 12/1

Given for copying

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Examined

Signed

Given for despatch

Despatched

Indexed

To be destroyed on*

DESPATCHED
12 APR 1928

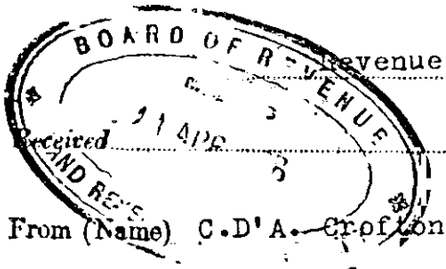
124

(SUBJECT)

Suit - Louis (Bellary
Municipal Court - O.S. 1169/27
Village - Defence Sanctioned

C F 32.

In reply, please quote number, date and short



Revenue. / DEPARTMENT F 2448

Received ..... *Registered* .....

From (Name) C.D'A. Crofton Esq., I.C.S.,

(Designation) Collector of

Post Box..... (Station) Bellary.

Telegraphic Address.....

To The Secretary to the Commissioners,

Land Revenue and Settlement, Madras.

Ref: A-1- *No.* 4961/27. *dated* 1st April 1928

Enclosures .....

.....

.....

Spare Copies.....

Sir,

Suit - District Munsiff's Court Bellary - O.S.1169/27 Bellary taluk - Kappagallu village - S.No. 439 - mortgaged to Government for Takkavi loans - suit against Government by prior mortgagee Imam Sahib alias Honehal Baba Sahib.

The plaintiff above named has filed a suit against one Ghouse Mohideen Sahib impleading Government as the second defendant. The first defendant took a loan of Rs. 350 under the L.I.Loans Act on the morgage of S.No. 439 of Kappagal village on 3-9-24. The plaintiff has filed the suit claiming to be the first mortgagee of the land. The fact of the existence of the prior mortgage was not brought to notice during the enquiry before the grant of the loan in 1924. In fact, the 1st defendant has made a declaration in his statement before the Revenue Inspector enquiring into the Loan application on 4-5-24, that the land in question had not been previously encumbered or alienated in any manner. A draft written statement to be filed on behalf of Government prepared by the Government Pleader, Bellary, is enclosed. I request that the defence of the suit may be sanctioned and the written statement approved.

2 below

2. The suit stands posted to 11-4-28 for trial. (x) H.S. (V) 10/9-10 after copy of the plaint, the connected loans records and the Bellary Tahsildar's report Ref: S.C. 2671/dated 6-1-28 are enclosed for reference and return.

Davis JR Lewis 2.4.

for Collector.

E-2/4.

In the Court of the District Munsiff, Bellary.

O.S. No. 1169/27.

Hirehal Imam Sahib alias Baba Sahib. Plaintiff.

and

(1) Ghouse Modeen Sahib and
(2) Collector of Bellary. Defendants.

Written statement on behalf of Defendant No.2.

1. This defendant is not aware of the allegations in par 3 of the plaint. Plaintiff is put to strict proof of the same

2. This defendant is not aware of the allegations in par 5 of the plaint regarding the attempted sale.

3. The allegations in para 6 are not correct. Even -- assuming that the plaintiff's mortgage is a prior transaction, the mortgagé in favour of this defendant operates in law as a first charge upon the hypothecated properties. The claim of the plaintiff, if any, has to be satisfied after this defendant claim is fully satisfied.

4. The suit as far as this defendant is concerned has to be dismissed with costs.

sd. C.D'A. Crofton,
Collector.

Sd. T. Raghavachari,
Government Pleader.

Verification

I hereby declare that what is stated above is correct.

Sd. C.D'A. Crofton,
Collector.

(True Copy)

David J.R. Munsi 2.4.26.
For Collector

C.R.

Subject.— 11 E. F. XXII-A-19.—25,001—5-2-27. (6)

FOR MEMBER.

Mr. (absent)

S

As (sell).

Suit - Loans - (Bellary)
Bellary Dt munsif's Court -
OS 1169/27 - Kappagallu
village - Defence - Sanction

READ AGAIN B. P. No. ——" date ——— 192

" " " ——— , " ——— 192

READ ALSO:—

Register No. ———, From the ———, No. 7-2448 dated ——— 192 &

" " ——— " " ———, " ———, " ——— 192

" " ——— " " ———, " ———, " ——— 192

RESOLUTION. Memo No. 1219, dated 12-4 1928

In defence of the Suit is Sanctioned and the draft written Statement approved

by the GA. should have reported the case & applied for /PW
12-4-28 orders earlier.

JSK 12.4.28. aas 12/4/28 DSW 12/4

12/4

Shld. not an enquiry
certificate have been obt.
before granting the loan?

MWS

Some coll^n of Bellary with
records of enquiry &
enclosures rcd.
(V)
7/3-10/4

NOTE OF THE SECRETARY OF THE DEPT.

Some history
to be kept ready
JSK
12-4-28

I[illegible] COURT OF THE DISTRICT MUNSIFF OF BELLARY.

O.S. No. 1169 of 1927.

Imam Sahib alias
Pirehal Baba Sahib. Plaintiff.

(1) Ghouse Modeen Sahib
(2) Collector of Bellary Defendants

PLAINT UNDER O VIII RULE 1 C.P.C.

The plaintiff abovenamed begs to submit as follows:-

(1) The plaintiff is the son of Khaja Hussain Sahib, aged 55 years, Muhammadan, trader, and resides in Brucepetta, Bellary. The address of the plaintiff for service of notices and processes in c/o Mr. K. Lakshmikantha Rao, 1st Grade Pleader, Bellary.

(2) The first defendant is the son of Kathi Fakroodeen, alias Papa Sahib, aged 55 years, Muhammadan, cultivator and resides at Brucepetta, Bellary. The second defendant is the Government of India represented by the Collector of Bellary.

(3) The plaintiff is the mortgagee of the land with trees and a well of the 1st defendant. The following are the particulars of the mortgage

(4) (a) Date 22-11-1923

(b) Mortgagor - Ghouse Modeen Sahib
Mortgagee - Pirenal Baba Sahib

(c) The sum secured Rs.300/-

(d) Rate of interest Re.1/- per cent per mensum.

(e) Property subject to mortgage

(f) Amount now due - Rs.458

(5) When the plaintiff filed a suit O.S. No. 566 of 26 against this defendant on a promissory note, obtained a decree and in O.S. 508 of 27 brought this very same land for sale subject to the suit mortgage, the Government appeared as a party on the ground that there was a subsequent takkavi loan on this very same land, and the land was therefore to be sold subject to plaintiff's mortgage as well as the Government loan. As no bidders came forward the sale was not effected. Hence the Collector of Bellary has been

...ed as a proforma party to this suit.

The plaintiff is the first mortgagee, and as such his dues ... to be paid first and if there is any surplus amount realised ... the sale it may be paid over to the second defendant.

7. The plaintiff demanded the 1st defendant for his moneys but ...hing has been paid. Cause of action accrued to plaintiff agains... 1st defendant on and after 22-11-1923 (date of mortgage) and 12-9-1927 and subsequent dates when the properties were brought ...sale in O.S. 586 of 26 I.P. 508 of 27.

8. The value of the suit for the purpose of jurisdiction and ...rt fee is Rs.438.

Valuation.-

Principal due under the mortgage	Rs.300
Interest thereon from 22-11-23 to 22-9-27 at 1% per mensem.	Rs.138
	Rs.438
Court fee paid thereon	Rs.49-7-0

(a) The plaintiff therefore prays that a decree may be ...ssed against the 1st defendant for the suit amount with ...re interest and costs and in default of such payment the ...d properties may be sold and the proceeds realised may ...lu to ni...

b) If the sale proceeds are found insufficient to pay the ...nt due to the plaintiff then he may be allowed to apply ... personal decree against first defendant for the balance.

c) ...uch other relief or reliefs may be granted as the cir...stances of the case may call for.

Verification.

I, Baba Sahib the plaintiff abovenamed do hereby declare ...ollary this 5th day of ...vember 1928 that what is stated ...ve is true to the best of my knowledge.

(Sd. and verified)
(True copy

+2626

POSTS TELEGRAPHS

NOTICE.

This form must accompany any enquiry made respecting this Telegram

Charges to pay. Office Stamp

Rs. As. 14 APR 1928

VACANT 14 APR 28

Issued in at (Office of Origin.)	Date.	Hour.	Minute.	Service Instructions.	Words.
Nilpamarahalli	12	5			29

Received 14

Board meeting

Received here at 13 4-2

(1)

my reference 4961 first April applying sanction deference suit filing of 27 pending court holiday hearing month eighth April request return records collector

N. B.—The names of the Sender, if telegraphed, is written after the text.

Asian Bus Bros., Printers, Calcutta—232 (B-27)—9-6-27—60,000 Bks.

AS/SEC

7 2626 —

File with BP note 1219 of 12.4.28.
The B.P. was despatched on 12-4-28.

KW
14.4.28

aar
16/4/28

JW
14.4.28

note

The reference of the Secretary has been searched
& the records returned to Mr Cole.

KW
14.4.28

AS. (Sell)

Re Lecky's queries on the draft bond
the land to be improved, is No 439 of
Kappagalla village has been taken
as security for the loan in this
case Under ~~section 10 of the Ordinance~~
~~No 1 of 1924~~ para 9 of the
Subsidiary Instructions, p. 89 of Sabharamani
Encumbrance certificate is required in
cases where the land to be improved is
NP itself accepted as sufficient security
16.4.28 for a loan under the L.D.L. Act

JH
16.4.28

aas
16/4/28

mes
17/4

WP
17.